Not but that the honest indignation of Sir C. H. Williams, bursting forth on the impulse of the moment, may have its weight, and make its way into other minds to turn to a general consideration of the subject; but there requires a physician trained or gifted for the purpose and the times—deeply scrutinizing into the cause of these moral maladies, and prescribing remedies of larger efficacy than patches and plasters, and the *whitewashings* of a Bankruptcy or an Insolvent Court. Men that are only awayed by a fear of the exposure of their malpractices or the loss of reputation have no high standard of moral excellence in or before them, and we fear that a great bulk of our traders are being reduced to this. But how is it? Who are their schoolmasters, and in what normal academy have the masters themselves been trained? The Davisons, and the school in which the Davisons are trained, want reforming altogether, and we must begin with the schools. Suspicion is the atmosphere that surrounds their site—the warm rays of a sound and generous confidence alone can dispel its cold and cheerless mist. Are our builders to be ruined by this trafficking? ruined we mean not only in pocket, this is the lesser of two evils—ruined in character and reputation. Depend upon it, this system of hard competition and huckstering will not do; it is a plant of that same climate of suspicion, it may be *sharp*, and *prickly*, and thistle-like, and have its admirers, but there are comelier fruits and a comelier stock in confidence. The value of work is known, and it has its ratios of value according to the talent of the workman. When shall we attain to that time when *measure and value* will determine the just due of the workman, and when the choice will depend upon his known trust-worthiness and skill, rather than upon his sharpness or keenness in striking a bargain? Not till then shall we make return to the better days of England's sound, commercial, and trading policy.

It is deposed by Mr. Elliott, in his examination on the second day, in the following words:—

"The first agreement, dated 19th October, 1840, was prepared by me on the understanding which existed between Mr. Wood and myself. I left that agreement with Mr. Davison in the morning of the 19th, at Mr. Wood's, at Broadwater. I returned there in the afternoon, and after dinner signed that agreement with Mr. Wood. When I signed it the interlineations that now appear were not there—at least I never saw them. The marginal note, I believe, was in pencil, but I paid no attention to it, neither should I have signed any agreement with such a note forming part of it, as I had always refused to allow of any surveyor being placed over me; and I would beg to refer, in confirmation of this statement, to a letter (produced) written by Mr. Wood to the secretary of the Incorporated Society in February, 1843, stating that 'Mr. Elliott had refused to allow the appointment of a surveyor over him, considering that it would be derogatory to his character as an architect, and that Mr. Davison had, therefore, been named to superintend the work.' Some months after this, Mr. Davison mentioned to me that Mr. Wood had expressed a wish to have this agreement put into a legal form. I said I had no objection. Mr. Davison then added, 'Mr. Wood has appointed me his referee,' and I said, 'Perhaps you will act for me too.' He hesitated some moments, and then said he would. I added, 'Well, Sir, as you are now referee for both of us, I will leave it to you to get such a paper drawn as you may think fair between us.' Mr. Davison said he would get such a paper drawn up, and afterwards sent me a letter (produced) stating that he had sent such a paper, and which he believed would be conformable to our understanding. This letter was accompanied by a draught of the proposed agreement. I wrote an answer, stating to him my objections to certain clauses in the document, particularly to one giving power to Mr. Wood to appoint a surveyor over me, and also to a clause by which 500*l.* was to be forfeited if the church was not completed by a certain day, assigning as a reason that the making of the large bricks was an experiment; that its success depended on the state of the weather, and that therefore it was unreasonable to ask for such a stipulation."

Mr. Davison denies the receipt of the letter containing the answer; and the commissioner remarks, "I don't believe there is a builder or architect in the kingdom who would have signed an agreement with such a stipulation."

Heaven bless him! Why, the thing is done every day. That a penalty of 500*l.* may be an unusually large sum to amerce the defaulter in, may be true; but every one conversant with building contracts knows how it has become a part of the formulary to fence and hedge in the contractor upon such specialties, such supererogatory provisoes, where, if matters pursued their right course, it would be enough to leave these points to a common understanding between the parties. So doth *law* encumber JUSTICE in her progress, and render her hardly to be known in the company of rapscallions who dance attendance in her courts.

Mr. Elliott's examination proceeds:—

"The Commissioner:—What is the difference between the amount you claim and that which has been paid to you?—Between 2,000*l.* and 3,000*l.*

"Mr. James, who appeared for Mr. Chambers: In the agreement you signed at Mr. Dennett's* office, did you find stipulations which were in the draught agreement sent to you by Mr. Davison?—It's quite a different thing, Sir. By this agreement Mr. Davison has the power to order me to do any thing he pleases—he or his nominee to set a value on such work, and he or his nominee to be final arbitrator in case of dispute.

"Mr. James then proceeded to point out to the commissioner the stipulations inserted in the agreement which did not appear in the draught sent for Mr. Elliott's approval.

"The Commissioner observed, with reference to the power of Mr. Davison to appoint a nominee, that it was a most preposterous thing, as he might have appointed Mr. Wood's groom. But the evil was, Mr. Elliott had signed this paper.

"Mr. James: Yes, but we shall upset it. (To witness.) When you signed the agreement, you did not know it contained this stipulation?—I did not. I own I acted foolishly—most unwisely in signing this agreement without due examination; but I considered that Mr. Davison was acting for me as well as for Mr. Wood, and that the objections I had made had been, as Mr. Davison assured me, attended to. You will see that the agreement requires a very attentive perusal to see its bearings, and I was completely thrown off my guard by Mr. Davison's statement.

"Mr. James: Such a one-sided agreement I never saw. No builder would have been safe under it. (To bankrupt.) This has been the cause of your ruin?—Yes, Sir,

The entire cause of your bankruptcy?—Yes, the sole cause.

"Sir C. Williams: The only question is, whether you should have signed such an agreement.

"Mr. James: But there was one agreement signed previously, and in signing this other, bankrupt considered that he was only confirming the first. There was misrepresentation.

"Sir C. Williams: In equity you would succeed—in law, I think not.

"Mr. James: We will try it at law.

"Sir C. Williams: Certainly, fraud vitiates every thing. A harder measure I never saw meted out to any one than has been meted out to this man. Every stipulation is to his detriment—not one to his advantage.

"Sir C. Williams (to bankrupt): This was the first time you ever entered into a building contract?—Yes, Sir."

And we hope it will be the last. We wish every such man could be brought to such resolve.

Well, this is to be the end of it. The lawyers are to have their play in the business, unless the kind, the unusually kind and considerate advice of the commissioner is to have its weight. The Rev. Mr. Wood seems to be a well-meaning man, and disposed to accede to his Honour's recommendation for an amicable settlement; but Mr. Elliott has got into the hands of his assignees, and his prospects are blighted. What he may have deserved for his imprudence it is not for us to say—his fate may be a warning to many others; but Mr. Davison has most to wipe out, and he may do it, by an effort to redeem the young man from the position into which he has been thrown by trusting his inexperience in the issue, with Mr. Davison's more *calculating* and *cautious* policy.

* Mr. Dennett, the solicitor for Mr. Wood.

PROSSER'S WOODEN RAILWAY.

Last Tuesday, we attended to witness some experiments and the working of a locomotive carriage on a piece of the wooden railway near Vauxhall Bridge. It will be recollected that we gave insertion to a paper on the subject at page 474, wherein the peculiarities of the plan were detailed, with a glance at its merits and advantages. In railway economy it may be classed as we would class the spring tax-carts amongst gigs, or the market coach amongst the *swell drags* of the days of four-in-hand; it is a thing for homely use, where the bolder advantages of the iron road may not be aspired to; it may be called the *via media* between the plan of many sanguine persons who have vainly tried to introduce the steam carriage on common roads, and that most perfect of our present knowledge, the iron rail-road above mentioned. For this reason we are glad to see it and to speculate upon its utilities.

It has for a long time been matter of serious consideration with many, as to what would be the effect upon large tracts of country shut out from participation in the benefits of immediate connection with the great trunks of railroads now constructed, and it was apprehended, indeed we may add it has turned out, that such excluded districts have seriously felt the inconvenience.

Prior to the introduction of the iron roads, the country had attained to a pretty general equality in the character of the then ordinary roads. The art of Mc Adam had been well acquired by all having the superintendence of road-trusts, from the little country parish to the Parliamentary commission line of London to Holyhead, and similar. Our coaching system partook of the same general phase of likeness, and, whether on cross-road or the grand turnpike, little was to be discerned of difference, and little to be felt. But now, with that speed which resembles its movements, the steam locomotive has run a race towards perfection, and all its appliances are brought to the favour of certain grand lines of transit, and thus, the comfortable equality of condition in which we had been preparing to sit down for a permanence was disturbed. It cannot be endured. Many a time the remark has been made before us, that such and such a line of projected railway, some branch from a once respectable, but now declining market or manufacturing town, would never pay. Our answer has almost invariably been—"But will it pay to be without it?"

So long, however, as the only alternative appeared to be a common turnpike, or an iron railway, the prospects of improvement to many places were very remote. The stern voice of necessity even would be powerless to command the capital, and provided the funds could be secured for the construction of the road, the question of wear and tear of engines would obtrude itself upon the consideration, to deter from the undertaking. It is with some satisfaction, therefore, that we see a midway resource, a cheap mode of constructing the rail-road, and one promising to secure greater durability to the engines in working upon it: wooden rails, that may be constructed of beech or other native woods, running through an agricultural district, following the moderate undulations of a country, and its side curves, occupying no ground for embankments or deep cuttings, easy to construct and to repair, and from the resilient character of the wood, inflicting less injury by percussion to the engines that traverse it, than is done upon iron rails; uniting all these advantages, although it may fall short of the perfect plan, it is still that approximate one which the necessities of the case appear to call for. At all events, we should greatly desire to see the experiment tried carefully and fairly, and we doubt not that an occasion will speedily offer itself.

A rumour was on foot at the meeting which we have adverted to, that a line was being surveyed, and every probability of its being adopted: the present experimental line is only one-tenth of a mile in length, but, as explained in our pages previously, it is well devised for putting the doubtful points regarding ascents and curves to the test, and it offers also a fair rule whereby to judge of the effect of wear upon the rails. Up to last Saturday, the engine, which, it should be observed, is united to a passenger carriage, had traversed the line upwards of seventeen thousand times, and there were no

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